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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

DAVID KJELLESVIG,) Case No.:
)
Plaintiff,) COMPLAINT FOR DAMAGES
) 1. VIOLATION OF THE FAIR
v.) DEBT COLLECTION PRACTICES
) ACT, 15 U.S.C. §1692 ET. SEQ.;
MEDICREDIT, INC.,) 2. VIOLATION OF THE
) ROSENTHAL FAIR DEBT
Defendant.) COLLECTION PRACTICES ACT,
) CAL. CIV. CODE §1788 ET. SEQ.
)
) JURY TRIAL DEMANDED

COMPLAINT

DAVID KJELLESVIG (“Plaintiff”), by his attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against MEDICREDIT, INC (“Defendant”):

INTRODUCTION

1. Plaintiff’s Complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. §1692 *et seq.* (“FDCPA”) and Cal. Civ. Code §1788, *et. seq.*

1 (“RFDCPA”) which prohibits debt collectors from engaging in abusive, deceptive,
2 and unfair practices.
3

4 5 **JURISDICTION AND VENUE**

6
7 2. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d),
8 which states that such actions may be brought and heard before “any appropriate
9 United States district court without regard to the amount in controversy,” and 28
10 U.S.C. § 1331 grants this court original jurisdiction of all civil actions arising
11 under the laws of the United States.
12

13
14 3. Defendant conducts business in the State of California and therefore,
15 personal jurisdiction is established.
16

17 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).
18

19 **PARTIES**

20
21 5. Plaintiff is a natural person residing in Riverside, California 92509.

22 6. Plaintiff is a “consumer” as that term is defined by 15 U.S.C.
23 §1692a(3) and is a “debtor” as defined by Cal. Civ. Code §1788.2(h).
24

25 7. Defendant is a corporation specializing in debt collection with its
26 principal place of business located at 3 City place Drive, Suite 6900, Saint Louis,
27 Missouri 63141.
28

1 8. Defendant is a “debt collector” as that term is defined by 15 U.S.C.
2 §1692a(6), and RFDCPA, Cal. Civ. Code §1788.2(c).
3

4 9. Defendant acted through its agents, employees, officers, members,
5 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
6 representatives, and insurers.
7

8
9
10 **FACTUAL ALLEGATIONS**

11 10. At all relevant times, Defendant was attempting to collect an alleged
12 consumer debt from Plaintiff as the term is defined by the FDCPA at 15 U.S.C. §
13 1692a(5) and the RFDCPA at Cal. Civ. Code §1788.2(f).
14

15 11. Plaintiff never incurred any debt in connection with a business or
16 commercial activities and therefore, the debt if truly an obligation owed by her,
17 could have only arisen from a financial obligation primarily for personal family or
18 household purposes.
19

20 12. Beginning in or around mid June 2015, and continuing through July
21 2015, Defendant’s representatives placed repeated debt collection calls to
22 Plaintiff’s cellular telephone.
23

24 13. Defendant’s harassing debt collection calls derived from numbers
25 including, but not limited to: (800) 823-2318. The undersigned has confirmed that
26 these numbers belong to Defendant.
27
28

1 14. During its initial communication with Plaintiff, Defendant demanded
2 that Plaintiff provide his name and birth date, where upon request, he refused, first
3 insisting the caller identify itself and purpose.
4

5 15. Defendant declined, and instead, continued to pressure Plaintiff into
6 releasing personal information about himself without any stated purpose.
7

8 16. Plaintiff advised Defendant not to contact him on his cellular phone
9 unless it was willing to disclose its identity and purpose, thereby revoking consent
10 to future communications.
11

12 17. However, Defendant continued to call Plaintiff.
13

14 18. During subsequent communications, Plaintiff reiterated to Defendant
15 that its calls were unwanted and that it should stop calling him.
16

17 19. Once Defendant was aware that its calls were unwanted there was no
18 purpose for further calls, other than harassment.
19

20 20. Further, Defendant failed to send anything in writing to Plaintiff
21 within five (5) days of its initial communication with him, setting forth his rights
22 pursuant to the FDCPA to dispute the alleged debt and/or seek verification of the
23 debt.
24

25 21. Defendant's actions as described herein were made with the intent to
26 harass and coerce payment from Plaintiff for this alleged debt.
27
28

1 **COUNT I**
2 **DEFENDANT VIOLATED § 1692d OF THE**
3 **FAIR DEBT COLLECTION PRACTICES ACT**

4 22. Section 1692d of the FDCPA prohibits debt collectors from engaging
5 in any conduct the natural consequence of which is to harass, oppress or abuse any
6 person, in connection with the collection of a debt.
7

8 23. Defendant violated § 1692d of the FDCPA when it called Plaintiff
9 after he requested that its calls stop.
10

11
12 **COUNT II**
13 **DEFENDANT VIOLATED § 1692d(5) OF THE**
14 **FAIR DEBT COLLECTION PRACTICES ACT**

15 24. Section 1692d(5) of the FDCPA prohibits debt collectors from
16 causing a telephone to ring or engaging any person in telephone conversation
17 repeatedly or continuously with the intent to annoy, abuse or harass any person at
18 the called number.
19

20 25. Defendant violated § 1692d(5) of the FDCPA when it caused
21 Plaintiff's telephone to ring repeatedly with the intent to harass or annoy Plaintiff.
22
23

24 **COUNT III**
25 **DEFENDANT VIOLATED § 1692f OF THE**
26 **FAIR DEBT COLLECTION PRACTICES ACT**

27 26. Section 1692f of the FDCPA prohibits debt collectors from using
28 unfair or unconscionable means to collect a debt.

1 27. Defendant violated § 1692f of the FDCPA when it called Plaintiff
2 repeatedly and continuously, when it continued to call Plaintiff even after he
3 requested that its calls stop, when it failed to provide Plaintiff with any written
4 information regarding the alleged debt, and when it engaged in other unfair
5 conduct.
6
7

8
9 **COUNT IV**
10 **DEFENDANT VIOLATED § 1692g(a) OF THE**
11 **FAIR DEBT COLLECTION PRACTICES ACT**

12 28. Section 1692g(a) of the FDCPA states that within five days after the
13 initial communication with a consumer in connection with the collection of a debt,
14 a debt collector shall send the consumer a written notice containing the amount of
15 the debt, the name of the creditor to whom the debt is owed, the manner in which
16 to dispute the debt, and that if the debt is disputed, that the debt collector will
17 obtain verification of the debt, and will provide information to Plaintiff on how to
18 dispute the debt.
19
20

21 29. Defendant violated § 1692g(a) of the FDCPA when it failed to
22 provide any written notification or any information in writing to Plaintiff in regards
23 to the alleged debt within five days of its initial contact with the Plaintiff, including
24 how to dispute the debt or obtain verification of the debt, in violation of the
25 FDCPA.
26
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28

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff, DAVID KJELLESVIG, demands a jury trial in this case.

RESPECTFULLY SUBMITTED,

DATED: July 22, 2015

KIMMEL & SILVERMAN, P.C..

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